

EXHIBIT 14

AP Exam Terms and Conditions

These Terms and Conditions ("*Terms and Conditions*" or "*Agreement*") are a legal contract between you and College Board ("*College Board*" or "*we*"). They set forth important rules and policies you must follow related to taking an Advanced Placement® ("*AP*") exam ("*AP Exam*"). Please read these carefully. In the event of a conflict between these AP Exam Terms and Conditions and the Bulletin for AP Students and Parents, these AP Exam Terms and Conditions shall govern.

All disputes between you and College Board will be resolved through binding arbitration in accordance with Section 8 of this Agreement.

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Section 1. Certification

- a. By registering for and/or taking an AP Exam, you certify that (i) you have read, understand, and agree to be bound and abide by these Terms and Conditions, and (ii) the information you provide to College Board is accurate. You also acknowledge that these AP Terms and Conditions replace the Test Security and Administration Policies and Procedures in the Bulletin for AP Students and Parents.
- b. If you register for the AP Exam on behalf of another (for example, if you are a parent of the test taker), these Terms and Conditions govern both you and the test taker (collectively, "*you*").

Section 2. Prohibited Behavior

a. You may not engage in the prohibited behaviors set forth below and located at <https://apstudents.collegeboard.org/exam-policies-guidelines/exam-security-policies> (<https://apstudents.collegeboard.org/exam-policies-guidelines/exam-security-policies>):

- Obtaining, or attempting to obtain, improper access to the exam, or a part of the exam, or information about the exam.
- Referring to, looking through, or working on any exam, or exam section, other than during the timed testing period for that exam or exam section.
- Accessing or attempting to access any prohibited aids.
- Improperly accessing or attempting to improperly access any electronic device during testing, except as permitted by the exam instructions.
- Using testing accommodations not approved by College Board.
- Copying the work of another student or of published or unpublished sources.
- Submitting any work that is not entirely your own . This includes submitting any text, content, graphics, pictures, or other content obtained from another source, including the internet, books, or class materials, for any part of the exam.
- Attempting to give or get assistance, or otherwise communicate, through any means, with another person about the exam, during the exam administration or after the exam administration. Anyone giving or accepting assistance will be investigated.
- Attempting to take or taking the exam for someone else.
- Attempting to have or having someone else take the exam on your behalf.
- Creating a disturbance.

Section 3. Score Cancellation and Disciplinary Measures

a. **Score Cancellation and Disciplinary Measures** . In the event that College Board or Educational Testing Service (“ETS”) determine that your scores are invalid under section 3(b) below, or you have engaged in Misconduct under section 3(c) below, we may, in our sole discretion, take one or more of the following measures (“*Measures*”): deny you the right to a test administration, decline to score your test, cancel your scores, ban you from taking future College Board assessments (including, without limitation, the SAT, SAT Subject Tests, CLEP Exam or any future AP exams), and/or share information with others as set forth in section 3(f) below .

CAUTION! THE CONSEQUENCES OF CHEATING ON THE AP EXAM ARE SEVERE

ALL INSTITUTIONS TO WHICH YOU SEND AP OR SAT SCORES MAY BE NOTIFIED OF YOUR MISCONDUCT.

- b. **Invalid Scores** . We may cancel your scores and/or take any of the other Measures described above if after following the procedures set forth in this section, we determine, in our sole discretion, that there is substantial evidence that your scores are invalid ("**Invalid Scores**"). Examples of evidence of Invalid Scores include, without limitation, discrepant handwriting, keystroke anomalies, unusual answer patterns, similar essays, or other evidence that violations of these Terms and Conditions may have occurred. Before canceling your scores under this Invalid Scores section, we will notify you and provide you with an opportunity to submit written information to us to help resolve our inquiry. If, after review of the information by College Board's review panel, College Board determines, in its sole discretion, that your scores are invalid, we will offer you two options: voluntary score cancellation or arbitration as set forth in the Arbitration of Disputes section in these Terms and Conditions. This process is referred to as the "**Score Validity Process**". The arbitration option is available only for tests administered in the United States and U.S. Territories.
- c. **Misconduct**. Notwithstanding section 3(b) above, if we determine, in our sole discretion, that there is overwhelming evidence that you violated these Terms and Conditions ("**Misconduct**"), the Score Validity Process will not apply and we may cancel your scores and/or take any of the Measures described above. An example of Misconduct might include having someone else assist you during the exam, having someone else take the test for you, giving assistance to another test taker during the exam, or plagiarism, which includes submitting an exam with any material other than the exclusive product of your own work, or that includes any text, content, graphics, pictures, or other content from a third-party source. Misconduct may be established in various ways, including, without limitation, by evidence discovered after the administration. If your scores are canceled due to Misconduct, you will forfeit test and registration fees.
- d. **Testing Irregularities** . We may cancel your scores if we determine, in our sole discretion, that any testing irregularity occurred (collectively, "**Testing Irregularities**"). Examples of Testing Irregularities include problems, irregular circumstances, or events associated with the administration of a test, and may affect one test taker or groups of test takers. Such problems include, without limitation, administrative errors (e.g., using accommodations not approved by College Board or defective equipment), network outages, system errors, evidence of possible preknowledge of secure test content, and disruptions of test administrations caused by events such as natural disasters, epidemics, wars, riots, civil disturbances, or other emergencies. When Testing Irregularities occur, we may cancel an entire administration or individual registrations, decline to score all or part of the test, or cancel scores. We may do this regardless of whether or not you caused the Testing Irregularities, benefited from them, or violated these Terms and Conditions. We may, in our sole discretion, give you a refund. This is the sole remedy that may be available to you as a result of Testing Irregularities.

- e. **Test Taker Reporting Misconduct or Suspicious Behavior** . You may confidentially report any suspected violation of these Terms and Conditions, or any suspicion concerning the security of an AP Exam administration, by immediately contacting the AP Hotline by emailing apexams@info.collegeboard.org (<mailto:apexams@info.collegeboard.org>) or calling 877-274-6474. International students may email apexams-intl@info.collegeboard.org (<mailto:apexams-intl@info.collegeboard.org>) or call +1-212-632-1780.
- f. **College Board Sharing Information with Third Parties** . We may share the results of test security investigations (including, without limitation, those relating to Misconduct described above, and other disciplinary-related information), with third parties, including with your teacher, school, any score recipient, college, higher education institution or agency, scholarship organization, admissions office, potential score recipient, government agency in the United States or abroad, parents, legal guardians, or law enforcement . College Board may also share such information with third parties that have a legitimate reason for knowing the information or who may be able to assist College Board in its investigation or who may be conducting their own investigation. College Board may also respond to inquiries from any institution to whom you submitted a score. If you publicize any review, investigation or decision of College Board, College Board may make any and all details of such matter public.

Section 4. Privacy

- a. **Privacy Policies** . College Board recognizes the importance of protecting your privacy. Our privacy policies located at collegeboard.org/privacy-center (<https://about.collegeboard.org/privacy-center>) ("**Privacy Policies** ") are part of these Terms and Conditions. You consent to College Board's collection, use, and disclosure of your personally identifiable information as described in the Privacy Policies and in these Terms and Conditions. College Board may update its Privacy Policies from time to time and they are subject to change up to one week prior to your test date. You are required to review the Privacy Policies located at collegeboard.org/privacy-center (<https://about.collegeboard.org/privacy-cente>) prior to taking the AP Exam.
- b. **Kentucky Scholarship Program** . If you're a resident of the state of Kentucky, your AP Exam scores will automatically be sent to the Kentucky Higher Education Assistance Authority ("**KHEAA** ") for the purposes of scholarship eligibility.

If you don't want your scores sent to KHEAA and would like to opt-out, write to: AP Program, Educational Testing Service, 1425 Lower Ferry Road, 29Q, Ewing, NJ 08618. Include your full name, mailing address, date of birth, gender, 8-digit AP ID, and your 6-digit high school code number.

- c. **AP Exam Responses.**

- College Board will share your AP Exam responses with your AP teacher for that subject.

- College Board will use plagiarism detection software to check AP Exam responses for any evidence of misconduct.

d. Educational Reporting.

- We send your scores to your school and district. We may also send your scores to the school at which you took your AP course(s) if that is different from your attending institution. Your scores may also be sent to your state for educational, diagnostic and/or reporting purposes. (Home schooled students' scores won't be shared with the school that administers the test).
- When you request that we send your scores to colleges or other organizations as designated by you on your answer sheet and/or via your College Board account, we send your scores and other information you provide during testing to those colleges and organizations in accordance with <https://apstudents.collegeboard.org/sending-score>: (<https://apstudents.collegeboard.org/sending-score>).

- e. **Student Search Service.** Opt-in to Student Search Service is not available through the AP assessment, however if you choose to opt-in to Student Search Service, such as when you take the PSAT or SAT, your AP score range (e.g., 4-5) may be shared with colleges and scholarship organizations. For more information about Student Search Service, visit <https://studentsearch.collegeboard.org> (<https://studentsearch.collegeboard.org>).

Section 5. Miscellaneous

- a. In the event of a test security related concern, public health threat, natural disaster, terrorist act, civil unrest, epidemic, or other unexpected events or circumstances, College Board may cancel testing for all or a specific group of test takers. When this occurs, College Board will notify you in advance if feasible. We will communicate test cancellations and alternative test dates for affected test takers, if rescheduling is feasible.
- b. To ensure the integrity of the AP Exam, for security reasons, or for other reasons in our sole discretion, College Board reserves the right to bar any individual or group of individuals from registering for and/or taking any College Board assessment.
- c. College Board reserves the right to contact any appropriate individuals or agencies—including your high school—if we believe you may be in imminent danger of harming yourself or others, based on any information you provide to College Board, including your responses to AP Exam questions. We might also provide the relevant essay or other content, along with your personal information, to those we may contact.
- d. College Board or its designee may use methods to capture audio as part of administering an AP World Language and Culture Exam. These audio recordings are maintained following the test administration for as long as reasonably necessary for the purposes specified. College

Board will not use or disclose such information except as described above, as requested by law enforcement, and/or as reasonably necessary to protect the rights and property of College Board or third parties.

- e. College Board takes steps to ensure that registration records are properly handled and processed, and that answers are properly handled and scored. In the unlikely event of a problem with registration materials, answers, or score reports, or with scoring the test, or score reporting, College Board will correct the error, if possible, and may allow a retest for impacted test takers, offer a projected score when feasible, or provide a refund of the test fee. These are your sole remedies in relation to such issues. College Board has sole discretion in determining whether to score missing exam submissions that are eventually recovered.
- f. Each College Board contractor is a third-party beneficiary and is entitled to the rights and benefits under this Agreement and may enforce the provisions of this Agreement as if it were a party to this Agreement.

Section 6. Policies and Requirements

- a. All College Board policies and requirements (i) referenced in these Terms and Conditions and (ii) relating to registering for the AP Exam located at <https://apstudents.collegeboard.org/register-for-ap-exams> (<https://apstudents.collegeboard.org/register-for-ap-exams>), taking the test located at <https://apstudents.collegeboard.org/about-ap-exams> (<https://apstudents.collegeboard.org/about-ap-exams>), and scores located at <https://apstudents.collegeboard.org/about-ap-scores> (<https://apstudents.collegeboard.org/about-ap-scores>).
- b. College Board may update its policies and requirements from time to time and they are subject to change up to one week prior to your test date. You are required to review these prior to each test administration.

Section 7. Intellectual Property Rights

- a. All College Board tests, test-related documents and materials, and test preparation materials are copyrighted works owned by College Board and protected by the laws of the United States and other countries.
- b. College Board owns all answers and answer documents you submit including all essay responses, portfolios, and audio or visual works, and these may be used by College Board for any purpose, subject to the Privacy Policies located at collegeboard.org/privacy-center (<https://about.collegeboard.org/privacy-center>) and these Terms and Conditions.

Section 8. ARBITRATION OF DISPUTES

- a. General Arbitration Rules (" *General Arbitration Rules* ")

- All disputes between you and College Board and/or any or all of its contractors that relate in any way to registering for or taking the AP Exam, including but not limited to requesting or receiving test accommodations, score reporting, the use of your data, test security issues, or the Score Validity Process, but excluding all claims that a party violated the intellectual property rights of the other party, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association (“AAA”) under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at [adr.org](https://www.adr.org) (<https://www.adr.org>).
- Disputes relating to the Score Validity Process are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined below. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.
- The proceedings should be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the parties agree that the proceedings will be conducted through documentary submissions and/or via a video or telephonic call or, in the event that face-to-face proceedings are agreed to by the parties or required by the arbitrator, at a location that is reasonably convenient to both parties in accordance with the AAA Consumer Arbitration Rules.
- The parties agree that the Federal Arbitration Act (“FAA”) 9 U.S.C. § 1 et seq. governs this provision, and it is the intent of the parties that the FAA shall preempt all State laws to the fullest extent permitted by law.
- No arbitration may be maintained as a class or collective action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than one individual, conduct any class or collective proceeding, make any class or collective award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board.
- By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury except as set forth below.
- Each party will be responsible for its own fees and expenses and any legal fees incurred in connection with the arbitration except that College Board will pay your AAA filing fee. This does not preclude the arbitrator from granting relief in accordance with AAA Consumer Arbitration Rules.

b. Supplemental Arbitration Rules for the Score Validity Process (“*Supplemental Arbitration Rules*”)

- If you receive a notice from us that your scores are subject to the Score Validity Process, you may be provided with the option to choose arbitration. In addition to the General Arbitration Rules, the below rules will apply.
 - This arbitration will be conducted as a documents-only arbitration (i.e., there will be no in-person or telephone hearing) unless otherwise agreed by the parties or required by the arbitrator.
 - The sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process.
 - This arbitration will be based only on (i) the documents you submitted to College Board pursuant to the Score Validity Process and (ii) College Board documents unless otherwise agreed by the parties or required by the arbitrator.
 - If the arbitrator finds that College Board did not act in good faith in deciding to cancel your scores, your scores will not be canceled (or they will be reinstated, if applicable).
 - All other disputes with College Board will be resolved solely by the General Arbitration Rules in (a) above.
- c. Notwithstanding the foregoing arbitration provisions in sections (a) and (b) above, either party may take a claim to small claims court instead of arbitration if the party's claim is within the jurisdiction of the small claims court, as permitted in the AAA Rules. If either party institutes an action in small claims court, you and College Board agree to accept the findings of the small claims court as a final resolution of the parties' dispute and not to appeal the small claims court's decision or pursue any other claim (including a claim asserted in arbitration) relating to that dispute.

Section 9. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT FINALLY DETERMINED TO BE PROHIBITED BY LAW, COLLEGE BOARD AND ITS AGENTS AND CONTRACTORS' TOTAL LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU OR ON YOUR BEHALF, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING OUT OF OR RESULTING FROM OR IN ANY WAY RELATED TO COLLEGE BOARD, OR ANY TEST ADMINISTRATION BY COLLEGE BOARD, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID TO COLLEGE BOARD OR \$100.00, WHICHEVER IS GREATER. IN ADDITION, COLLEGE BOARD WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES.

Section 10. Severability

If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable, the

remaining provision will nevertheless continue in full force without being impaired or invalidated in any way and to the extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent, reflects the intention of the parties.

Section 11. Restricted Registration

College Board, along with our service providers overseas, is subject to U.S. economic sanctions, laws, and regulations and is prohibited from providing testing services to, or accepting registrations from, persons residing in certain areas or designated by the U.S. government as Specially Designated Nationals and Blocked Persons (collectively, "*Sanctioned Persons*"), unless specifically licensed or otherwise authorized by the U.S. government. If a Sanctioned Person attempts to register despite U.S. sanctions that prohibit College Board from doing business with such Sanctioned Person, College Board or a U.S. financial institution may block the registration or payments submitted by or for such Sanctioned Persons. If payment is not blocked, College Board will cancel the registration and may not be able to refund the payment. Please contact AP Customer Service at 888-225-5427 (+1-212-632-1780 internationally) or visit OFAC's website (<https://www.treasury.gov/resource-center/sanctions/programs/pages/programs.as>) to obtain the current list of sanctioned programs and Sanctioned Persons.

Section 12. Accessibility of These Terms and Conditions

If you have difficulty accessing these Terms and Conditions, including our policies and requirements, please contact AP Customer Service at 888-225-5427 (+1-212-632-1780 internationally) or email apstudents@info.collegeboard.org (<mailto:apstudents@info.collegeboard.org>) in advance of registering for or taking the AP Exam. We will be happy to provide these Terms and Conditions in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.